

LOCAL DOMESTIC TARIFF
RULES, RATES & CHARGES

For the
TRANSPORTATION OF PASSENGERS AND GOODS
Between Points in Canada

ADOPTION NOTICE
Effective February 05, 2009 this tariff, as amended,
is hereby adopted as the tariff of
WASAYA AIRWAYS LP

ISSUE DATE:
December 15, 1999

ISSUED BY:
Vice President of Operations

CHECK SHEET

Original and revised pages as named below, contain all changes from the original tariff, effective as of the date shown thereon:

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RULES AND REGULATIONS

EXPLANATION OF ABBREVIATIONS

a.m. = Ante-Meridian
CTA(A) = The Canadian Transportation Agency
C.O.D. = Cash on Delivery
No. = Number

EXPLANATION OF SYMBOLS

(A)	Denotes increase	(R)	Denotes reduction
(C)	Denotes change in wording which clearly results in neither increase nor reduction in charges	lb.(s)	Denotes pound(s)
		%	Per Cent
		\$	Dollars
(N)	Denotes addition	¢	Cents

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For Explanation of Abbreviations and Symbols see Page 2

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SECTION 1: PASSENGER RULES, FARES AND CHARGES

1. **DEFINITIONS**

In Section 1 of this Tariff,

“airport” includes any landing area of dock used to enplane or deplane passengers and baggage;

“animals,” in addition to the usual connotation, includes reptiles, birds, poultry and fish;

“carrier” means Wasaya Airways L.P.

“misconnection” occurs at a connection point when a passenger holding confirmed space is or will be unable to use the accommodation out of the connecting point because the carrier was unable to deliver him to the connecting point in time to connect with the other flight, due to late arrival of his flight at the connecting point, or cancellation of his flight at point of origin or enroute;

“Outbound flight” means the flight on which a passenger originally held confirmed space beyond the point where the scheduled irregularity or failure to carry or misconnection occurs;

“reroute” means to issue a new ticket covering transportation to the same destination as, but via a different routing than, that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon;

“round trip” means any trip, the ultimate destination of which is the point of origin, and which is made in both directions; and

“stopover” means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**2. APPLICATION OF RULES**

- 1) Rules in this tariff govern the application of all fares and charges published in this tariff. These rules constitute the conditions upon which the carrier transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage.
- 2) Transportation is subject to the rules in effect on the date on which such transportation commences at the point of origin on the ticket.

3. RESPONSIBILITY OF CARRIER

- 1) The carrier will be responsible for the furnishing of transportation only over its own lines. When the carrier undertakes to issue a ticket, check, baggage or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), the carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- 2) No agent, servant or representative of carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.

4. GROUND TRANSPORTATION

The carrier does not assume responsibility for the transportation of any passenger or his baggage between any airport and any other place in any area served through such airport. Ground transportation to and from any such airport is provided only by independent operators, who are not agents or servants of the carrier, and at passenger's expense.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**5. REFUSAL TO TRANSPORT**

- 1) Carrier will refuse to transport or will remove at any time, any passenger,
 - a) whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of God, force majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported; or
 - b) whose status, age or mental or physical condition is such as to:
 - i) render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and with the care of such attendant, he will not require unreasonable attention or assistance from employees of the carrier;
 - ii) make such refusal or removal necessary for the reasonable safety or comfort of other passengers; or
 - iii) involve any unusual hazard or risk to himself or to other persons (including, in cases of pregnant passengers, unborn children) or to property.
- 2) Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule but will, at the request of the passenger, refund in accordance with Rule 25(1) (Refund-Involuntary).

6. ACCEPTANCE OF CHILDREN

- 1) Children under twelve (12) years of age are accepted for transportation without restriction when accompanied by a passenger at least twelve (12) years of age.
- 2) Children under twelve (12) years of age not accompanied by a passenger twelve (12) years of age or over are accepted for transportation only under the following conditions,

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**6. ACCEPTANCE OF CHILDREN (continued)**

- 2)
 - a) under five (5) years of age, not accepted under any conditions;
 - b) five (5), six (6), or seven (7) years of age, accepted for on-line transportation. The child must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination but not accepted if the flight on which the child holds a reservation is expected to terminate short of or by-pass his destination;
 - c) eight (8) years of age and over, accepted without restrictions.
- 3) The fare applicable to the transportation of children will be determined in accordance with Rule 14 (Fares for Children).
- 4) Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

7. RESERVATIONS

- 1) **General**
 - a) No person shall be entitled to transportation except upon presentation of a valid reservation number. Such reservation shall entitle the passenger to transportation only between points of origin and destination.
 - b) Reservations are not transferable and carrier is not liable to the owner of a reservation for honoring or refunding such reservation when presented by another person.
- 2) **Validity**
 - a) The period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original reservation or if no portion of the reservation is used, from the date of issuance of the original reservation.
 - b) If no passenger is prevented from using the reservation, or a portion thereto, on the last day of the applicable period specified in this rule by lack of space or flight cancellation, the reservation shall remain valid until

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space can be provided on a schedule comparable to that on which the passenger requested space, or if the passenger is unable to commence or continue his travel because of the illness or physical incapacity of himself or a member of his family or of an associate with whom he is travelling, the carrier will extend the limit of the reservation not to exceed thirty (30) days beyond the original limit. Such illness or incapacity must be certified in writing by a physician and the certification must specify that the passenger was or will be prevented from completing his journey prior to the expiration of the original time limit because of such circumstances. Such certificate must be surrendered to the carrier and the reservation must be endorsed by the agent to indicate that an extension has been granted under this rule.

8. STOPOVERS

Except as otherwise provided, stopovers, as defined in Rule 1, are permitted at no additional charge at any scheduled stop or flag stop on the routing of the flight on which a reservation is made unless the fare published specifically excludes a stopover.

9. APPLICATION OF FARES

- 1) Transportation is subject to the fares and charges in effect on the date on which such transportation commences at the point of origin designated on the ticket. If, after a ticket has been issued and before any portion thereof has been used an increase or decrease in the fares or charges applicable to the transportation covered by the ticket becomes effective, the full amount of such increase or decrease will be collected from, or refunded to, the passenger, as the case may be.
- 2) Where a through fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.
- 3) Except as otherwise provided in Rule 4(Ground Transportation), fares and charges will apply only to transportation between the airports through which the points named in connection with such fares and charges are served by the carrier.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**10. CONSTRUCTION OF FARES NOT PUBLISHED**

When the fare between any two points is not specifically published, such fare will be constructed by combining those fares applicable via the desired routing from the passenger's point of origin, which produce the lowest fare provided, however,

- a) if the fare so constructed exceeds the fare applicable to or from a more distant point via the same routing, the fare applicable to or from such more distant point will apply;
- b) if a fare constructed for a trip interrupted by travel other than via carrier exceeds the applicable through fare for uninterrupted travel via the same routing, the applicable through fare will apply.

11. CURRENCY OF FARES AND CHARGES

All published fares and charges are stated in dollars and cents of the lawful currency of Canada.

12. FARES FOR ROUND TRIPS

Fares for round trips will be twice the applicable one-way fares, unless otherwise stated in this tariff.

13. FARES FOR CHILDREN

- 1) Children under Two (2) Years of Age
 - a) Carrier accepts for transportation, without charge, not more than one child under two (2) years of age, not occupying a separate seat, and accompanied by a fare-paying passenger at least twelve (12) years of age.
 - b) If more than one child under two years of age accompanies a fare-paying passenger or if a separate seat is reserved, the fare applicable to the transportation of any child under two (2) years of age (not entitled to free transportation under paragraph (1)) will be the same as for a child two (2) years of age but under twelve (12).

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SECTION 1: PASSENGER RULES, FARES AND CHARGES

- 2) Children Two (2) Years of Age But Under Twelve (12)
Subject to the provisions of Rule 6 (Acceptance of Children) and except as provided in paragraph (3) of this rule, provided a ticket therefor is purchased before the transportation commences, the fare applicable to the transportation of any passenger at least two (2), but less than twelve (12) years of age will be 90% of the adult full fare applicable to such transportation rounded off to the next higher multiple of ten cents.

14. **FARES FOR CHILDREN** (continued)

- 3) Children – Unaccompanied

The fare applicable to the transportation of a child five (5) years of age or over but who has not reached his twelfth (12th) birthday and who is not accompanied by a passenger at least twelve (12) years of age will be the full adult fare. Such children are accepted for transportation only in accordance with Rule 6 (Acceptance of Children).

14. **FARES FOR PASSENGERS OCCUPYING TWO SEATS**

- 1) When a passenger requests the exclusive use of two seats for himself, carrier will charge 100% of the applicable adult fare between the points between which such two seats are thus reserved. Due to aircraft limitations two seats together may or may not be available dependant on aircraft type.
- 2) The free baggage allowance for such passenger will be the normal allowance.

15. **FARES FOR PASSENGERS ON STRETCHERS**

Intentionally Omitted

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**16. ACCEPTANCE OF BAGGAGE**

- 1) Carrier has the right to examine baggage tendered for transportation.
- 2) Carrier will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of his trip, subject to the following conditions:
 - a) carrier has the right to refuse to accept baggage for transportation on any flight other than the one on which the passenger is to be transported;
 - b) carrier will refuse to accept any property for transportation if it cannot withstand ordinary handling or its weight, size or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported;
 - c) carrier will refuse to transport or will remove at any point any baggage which the passenger refuses to allow the carrier, upon the request of the carrier, to examine;
 - d) carrier will refuse to accept the following articles for transportation unless advance arrangements have been made;
 - i) assembled firearms or ammunition, except that carrier will accept for transportation sporting firearms when not loaded and when in a suitable case and a small quantity of small arms ammunition for personal use when packed in the original package of the manufacturer without advance arrangements being made;
 - ii) any other articles which can cause annoyance to passengers or which cannot be carried in the baggage or cargo compartments of the aircraft.
 - iii) Any liquids, as baggage or otherwise, or any other articles not suitable or not suitably packed for transportation in aircraft. Carrier will not be liable for the losses of, or damage to, liquids or such other articles or for the damage to other articles, or for the damage to other property occasioned thereby, in the event such liquids or other articles are packed in baggage or otherwise transported without the knowledge of the carrier;
 - e) carrier will accept photo-flash bulbs for transportation if the bulbs are packed in the original package of the manufacturer and the package is marked to indicate the nature of the contents and to show that it is to be handled with care.

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17. ACCEPTANCE OF BAGGAGE (continued)

- 2) f) carrier will, subject to available space, accept for transportation without charge, one collapsible wheel chair on the same flight with an incapacitated passenger dependent upon such wheel chair.
- g) carrier will accept for transportation, without charge, a dog trained to lead the blind, properly harnessed, when it accompanies a passenger with impaired vision dependent upon such dog. The dog will be permitted to accompany such passenger into the cabin, but will not be permitted to occupy a seat;
- h) carrier will determine whether or not any property of a passenger because of its weight, size or character, shall be carried in the passenger cabin of the aircraft. When a passenger presents any item of baggage with the request that it be carried in the cabin of the aircraft and such baggage is acceptable for such carriage but is so fragile and/or bulky as to require the use of a seat, the passenger must carry such baggage aboard the aircraft and keep it in the seat next to his own. Carrier will charge 150% of the applicable adult fare between the points between which such extra seat is thus used. The weight of baggage so carried in a seat will not be included in determining the passenger's free allowance and excess weight charges;
- i) live animals will be accepted for transportation, provided that:
 - i) advance arrangements are made,
 - ii) they are harmless, inoffensive, odorless and will require no attention in transit,
 - iii) they are properly harnessed and muzzled, and
 - iv) the weight of the animal be subject to the charge for excess weight regardless of the weight of other baggage presented by the passenger.

17. CHECKING OF BAGGAGE

Except as otherwise provided in Rule 17 (Conditions of Accepting Baggage), carrier will, upon presentation by a fare-paying passenger of a valid ticket covering transportation over the lines of the carrier, check personal property which is tendered at the city or airport office designated and within the time prescribed by such carrier, but no carrier will check property so tendered as a point.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**18. CHECKING OF BAGGAGE** (continued)

- a) not on the routing or beyond the destination as designated on such ticket; or
- b) beyond a point of stopover; or
- c) beyond a point at which the passenger is to transfer to a connecting flight and such flight is scheduled to depart from a different airport than that at which the passenger is scheduled to arrive at such point; or
- d) beyond a point at which the passenger desires to resume possession of such property or any portion thereof; or
- e) beyond a point beyond which all applicable charges have not been paid.

18. FREE BAGGAGE ALLOWANCE

- 1) Upon presentation by a fare-paying passenger of a valid ticket covering transportation between points on its lines, carrier will transport up to thirty-five (35) pounds of baggage presented by such passenger, without charge, between such points
- 2) Where two or more passengers, travelling together to a common destination by the same flight, present themselves and their baggage, at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowances. Baggage weight in excess of the combined free baggage allowance will be subject to excess weight charges.
- 3) In addition to the free baggage allowances provided herein, each passenger may carry, without additional charges, the following articles of baggage only when retained in the passenger's custody,
 - a) lady's handbag or pocketbook;
 - b) an overcoat or wrap;
 - c) a foot rug;
 - d) an umbrella or walking stick;
 - e) a small camera and a pair of binoculars;
 - f) a reasonable amount of reading matter for the flight;
 - g) an infant's food for consumption en route; and
 - h) an infant's carrying basket or bassinet.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**19. FREE BAGGAGE ALLOWANCE (continued)**

- 3) Any other articles including briefcases, computers and heavy camera, will not be carried free unless the weight thereof is included in the free baggage allowance.
- 4) Passengers rerouted in accordance with Rule 23 (Failure to Operate on Schedule) shall be entitled to the free baggage allowance applicable to the ticket originally purchased.

20. CHARGES FOR EXCESS WEIGHT OF BAGGAGE

- 1) Any baggage, the weight of which exceeds the applicable maximum free allowance, will be accepted for transportation only upon payment of excess weight charges as outlined in the excess baggage rates policy.
- 2) Fractions of a pound of excess weight will be increased to a full pound.
- 3) Charges will be applicable from the point at which such baggage is accepted for transportation to the point to which such baggage is checked.

21. LIABILITY OF CARRIER FOR BAGGAGE

Carrier will not be liable for:

- a) the loss of, or any damage to, or delay in the delivery of any property which is not acceptable for transportation pursuant to Rule 17 (Condition for Accepting Baggage) or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property;
- b) loss, damage to, or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's checked baggage, whether with or without the knowledge of carrier.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**22. LIMITATION OF LIABILITY FOR BAGGAGE**

- 1) The liability, if any, of carrier for the loss of, damage to, or delay in the delivery of any personal property, including baggage (whether or not such property has been checked or otherwise delivered into the custody of the carrier) will be limited to an amount equal to the value of such property, which shall not exceed \$100.00 for each ticket unless the passenger, at the time of presenting such property for transportation when checking in for flight, has declared a higher value and paid an additional transportation charge, at the rate of \$2.00 for each \$100.00 or fraction thereof, by which such higher declared value exceeds the applicable amount set forth above, in which event carrier's liability will not exceed such higher declared value.
- 2) The foregoing limitation will also apply to baggage or personal property accepted by the carrier for temporary storage at a city or airport ticket office or elsewhere prior to the commencement or subsequent to the completion of the passenger's transportation.
- 3) The carrier will not accept for transportation or for storage, personal property, including baggage, the declared value of which exceeds \$2,500.00.

23. FAILURE TO OPERATE ON SCHEDULE

- 1) When a passenger who has a ticket and a confirmed reservation is delayed and/or misses a connection because of:
 - a) a schedule irregularity such as a change in the schedule of a flight, delay in arrival or departure time, omission of a scheduled stop or cancellation of a flight; or
 - b) inability to provide previously confirmed space; or
 - c) cancellation of the passenger's reservation pursuant to Rule 7 (2) (Cancellation of Reservations); the carrier will:
 - i) transport the passenger on another of its flight on which space is available, at no additional cost to the passenger; or
 - ii) reroute the passenger only over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover, at no additional cost to the passenger; or

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SECTION 1: PASSENGER RULES, FARES AND CHARGES**22. FAILURE TO OPERATE ON SCHEDULE (continued)**

- 1) c) iii) refund in accordance with Rule 25 (1) (Refund – Involuntary),
- 2) Except to the extent provided in this Rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger.

24. REROUTING

- 1) Carrier will reroute a passenger at the passenger's request and upon presentation of the ticket, or portion thereof prior to arrival at the destination named on the original ticket PROVIDED that, after transportation has commenced, a one-way ticket will not be converted into a round trip ticket.
- 2) The fare and charges applicable, when rerouting or change in destination is made at passenger's request, shall be the fare and charges that would have been applicable had the original ticket designated the routing and/or destination as revised by the new ticket.

25. REFUNDS/CREDIT FILES

- 1) Involuntary
 - a) The amount the carrier will refund upon surrender of the unused portion of the passenger's ticket pursuant to Rule 5 (Refusal to Transport), Rule 6 (Acceptance of Children), or Rule 23 (Failure to Operate on Schedule) will be:
 - i) if no portion of the ticket has been used an amount equal to the fare and charges; and
 - ii) if a portion of the ticket has been used, an amount equal to the lowest direct one-way fare applicable from the point of termination to the destination named on the ticket or to the point at which air transportation is to be resumed.

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SECTION 1: PASSENGER RULES, FARES AND CHARGES25. **REFUNDS** (continued)

2) Voluntary

When Rule 5 (Refusal to Transport), Rule 6 (Acceptance of Children) or Rule 23 (Failure to Operate on Schedule) is not applicable, the carrier will, at the request of the passenger and upon surrender of the unused portion of his ticket, provided application is made within the period of validity of the ticket, create a credit file in the passenger's name on the ticket on the following basis:

- a) if no portion of the ticket has been used, the credit file will be an amount equal to the fare and charges applicable to the ticket issued to the passenger; and
- b) if a portion of the ticket has been used, the credit file will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.

26. **LIABILITY OF CARRIER RESPECTING PASSENGERS**

- 1) The liability of the carrier in respect of the death or injury to a passenger carried for hire and reward when the injury, whether resulting in death or not, is sustained during the operation of flight or while embarking or disembarking, or at any time while the passenger is aboard the aircraft, is limited to the sum of \$300,000.00.
- 2) When the carrier transports any passenger whose condition is such as to involve an unusual risk or hazard, the carrier is not liable for any loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger including, in the case of a pregnant passenger, any injury, illness or disability sustained by an unborn child.

27. **LIMITATION OF ACTION RESPECTING PASSENGERS AND BAGGAGE**

- 1) No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger unless the action is commenced within one year of such occurrence.

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- 2) No action may be maintained against the carrier for loss of or damage to baggage unless notice of the claim shall have been presented in writing to the head office of the carrier within thirty days (or such further period as a court may decide in view of all the circumstances to be reasonable) after the occurrence of such loss, damage or delay and unless the action is commenced within one year of such occurrence.

SECTION 2: GOODS, RULES, RATES AND CHARGES

28. DEFINITIONS

In Section 2 of this tariff:

“advance arrangement” means that the shipper is required to first contact the carrier to determine if a particular shipment is acceptable for carriage;

“airbill” means an Airbill or other shipping documents;

“carrier” means Wasaya Airways L.P.;

“goods” means anything that can be transported by air, including animals, but excluding mails other than in plane load lots and excluding baggage;

“live animals” shall include, but not be confined to, Birds (poultry, fowl), Fish (crustacea, mussels, shellfish, Insects (bees), Reptiles (snakes) and worms;

“shipment” means a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one Airbill, to one consignee at one destination address; and

“shipper” means the same as consignor.

29. DISPOSITION OF FRACTIONS

- 1) Fractions of pounds will be assessed at the charge for the next higher pound.
- 2) In computing rates or charges, fractions of less than one-half cent will be dropped and fractions of one-half cent or more will be considered as one cent.

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- 3) Before computing cubic dimensions, fraction of less than one-half inch will be dropped and fractions of one-half or more will be considered as one inch.

30. COMPULATION OF DAYS

In computing time in days, full calendar days will be used and Sundays and legal holidays will be included, except when the last day falls on a Sunday or legal holiday in which event the next following calendar day (other than a Sunday or legal holiday) will be included.

31. PACKING AND MARKING REQUIREMENTS

- 1) Shipments must be so prepared or packed as to ensure safe transportation with ordinary care in handling.
- 2) Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- 3) Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperatures, high or low atmospheric pressures or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
- 4) Each piece of a shipment must be legible and durable marked with the name and address of the shipper and consignee.
- 5) Pieces with a floor-bearing weight in excess of that which may be handled by the carrier must be provided with a suitable skid or base which will distribute the weight to that which the carrier may accept.

32. SHIPMENTS ACCEPTABLE

Except as otherwise provided in this tariff, all property is acceptable for transportation only when the rules and regulations of the tariff and all laws, ordinances and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee or owner.

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The following will be acceptable for carriage only upon advance arrangements:

- a) shipments liable to impregnate or otherwise damage equipment or other shipments;
- b) shipments requiring special attention, protection or care en route;
- c) shipments of gold and other precious articles;
- d) shipments of live animals;

NOTE: Baby chicks, turkey poults, ducklings and goslings will be accepted only if delivery at destination can be made within 72 hours after hatching.

- e) shipments of human remains (other than cremated remains);
- f) shipments with pieces of unusual weight, shape, size or:
 - i) in excess of 200 lbs.
 - ii) in excess of 20 x 24 x 44 inches
 - iii) with floor-bearing weights in excess of 70 pounds per square foot;
- g) shipments with accompanying personal; and
- h) any other unusual shipment.

34. SHIPMENTS NOT ACCEPTABLE

- 1) Shipments which require the carrier to obtain a federal, provincial or local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.
- 2) Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
- 3) Shipments not expressly covered by the rules of this tariff which would be likely to cause injury to crew or passengers, or whose carriage is prohibited by law, will not be accepted.

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The carrier retains the right to reject a shipment prior to the performance of any transportation by air from the airport or origin when it reasonably appears to the carrier that such shipment is:

- a) improperly packed or packaged;
- b) subject to damage if exposed to heat or cold;
- c) of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss or damage to the goods;
- d) not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment; and
- e) subject to advance arrangements unless such arrangements have been satisfactorily completed.

36. INSPECTION OF SHIPMENTS

Shipments are subject to inspection by carrier to determine their acceptability and to assess proper charges thereon.

37. AIRBILL AND SHIPPING DOCUMENTS

- 1) The shipper shall have the duty to prepare and present a non-negotiable Airbill with each shipment tendered for transportation subject to this tariff. If the shipper shall fail to present such Airbill to the carrier at the time of tendering the shipment, the carrier may accept such shipment if accompanied by a non-negotiable shipping document or memorandum. The Airbill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the wording of such document or memorandum. Each such shipment, irrespective of the form of shipping document or memorandum accepted by the carrier in connection therewith, will be subject to the carrier's tariff in effect on the date of acceptance of such shipment by the carrier.

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37. **AIRBILL AND SHIPPING DOCUMENTS** (continued)

- 2) The Airbill and the tariff applicable to the shipment shall ensure to the benefit of and be binding upon the shipper and consignee and the carrier by whom transportation is undertaken between the origin and destination, including destination on re-consignment or return of the shipment; and shall ensure also to the benefit of any other person, firm or corporation performing for the carrier pick-up, delivery or other ground service in connection with the shipment.
- 3) The Airbill and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for the carrier, including air transportation by the carrier and pick-up, delivery and other ground services rendered by the carrier or any other person performing for the carrier, such pick-up, delivery and other ground service in connection with the shipment.
- 4) No agent, servant or representative of carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
- 5) The contents of shipments must be indicated by accurate and specific descriptions on the Airbill.
- 6) The number of pieces included in a shipment must be specified on the Airbill.

38. **EXCLUSIONS FROM LIABILITY**

- 1) The carrier will not be liable for loss, damage, delay or other results caused by:
 - a) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotion's or hazards or dangers incident or a state of war;
 - b) the act or default of the shipper, consignee or owner;
 - c) the nature of the shipment or any defect, characteristic or inherent vice thereof;

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- 1)
 - d) violation by the shipper, consignee or any other party claiming an interest in the shipment or any of the rules contained in this tariff or other applicable tariffs including, but not confined to, improper or insufficient packing, securing, marking or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions;
 - e) acts or omissions of warehousemen, customs or quarantine officials or other persons other than the carrier or its agents, gaining lawful or unlawful possession of the shipment; and
 - f) compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
- 2) The carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, no-delivery or any other result not caused by the actual negligence of itself, its agent or representative acting within the scope of their authority, or not occurring on its own line or in its own service or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.
- 3) The carrier will not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value unless such articles are specifically described on the Airbill.
- 4) The carrier will not be liable for any loss or damage to live animals, reptiles, birds, poultry, insects and fish, except for death (including breakage of limbs rendering death necessary) when caused by fire, lightning, windstorm, water damage, crash or collision.

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SECTION 2: GOODS, RULES, RATES AND CHARGES**39. LIMIT OF LIABILITY**

- 1) In consideration of carrier's rate for the transportation of any shipment, which rate, in part is dependent upon the value of the shipment as determined pursuant to Rule 50, the shipper and all other parties having an interest in the shipment agree that the value of the shipment shall be determined in accordance with the provisions of Rule 50 and that the total liability of the carrier will in no event exceed the value of the shipment as so determined, subject to the limitations of Rule 50.
- 2) By tendering the shipment to carrier for transportation, the shipper, for himself and all other parties having an interest in the shipment, waives all claims for damages beyond the limitation set forth in these rules and affirms the description of the shipment as recited on the Airbill and the fact that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.
- 3) The total liability of the carrier will in no event exceed:
 - a) the value of the shipment as determined pursuant to Rule 50; or
 - b) the actual value of the shipment; or
 - c) the amount of any damages actually sustained, whichever is the least.

40. INDEMNIFICATION

The shipper and consignee shall be liable, jointly and severally, to pay or indemnify the carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by a carrier by reason of any violation of any of the rules contained in this tariff or any other default of the shipper or such other parties with respect to a shipment.

41. LIABILITY FOR CHARGES

The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment pursuant to this tariff including, but not confined to, sums advanced or disbursed by a carrier on account of such shipment.

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SECTION 2: GOODS, RULES, RATES AND CHARGES42. **CARRIER'S LIEN**

The carrier will have a lien on the shipment for all sums due and payable to carrier pursuant to Rules 40 and 41.

43. **NOTICE AND DISPOSITION OF PROPERTY**

- 1) When perishable property or property which by its very nature requires expeditious handling is accepted for shipment and delay at point of origin thereafter develops or is reasonable anticipated, carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof, requesting instructions. If, after reasonable attempts on the part of carrier, in such cases to give such notice, no further instructions are received, carrier reserves the right to reroute the shipment by other means of transportation, subject to Rule 44, or to dispose of it, in accordance with the provisions of paragraph (3) of this Rule.
- 2) Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If, after notice of arrival has been given to consignee or delivery has not been effective and the shipment is undelivered at the expiration of the free storage time provided in Rule 58 carrier will notify shipper and consignee, at the addresses shown on the shipment, of carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within ten (10) days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise dispose of, all at shipper's expense.
- 3) When a shipment containing perishable articles is delayed in the possession of the carrier, or is unclaimed, refused or threatened with deterioration,, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other parties in interest including collect communications for instructions or sale or other disposition of such perishable articles without instructions.

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43. NOTICE AND DISPOSITION OF PROPERTY (continued)

- 4) When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival and notice of non-delivery as herein provided, carrier will have the right to store (as provided in Rule 58* and the additional right to dispose of the shipment or any part thereof at public or private sale after thirty (30) days' written notice to shipper and consignee at the addresses shown on the shipment.
- 5) In the event of non-payment of any sums payable to carrier, the carrier will have the right to hold the shipment subject to storage (as provided in Rule 58) and to dispose of the shipment at public or private sale, without notice to shipper or consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.
- 6) No sale or disposal pursuant to this Rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.

44. ROUTING AND REROUTING

- 1) Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment, not routed by the shipper.
- 2) Carrier reserves the right to deviate from any route shown on the Airbill and to forward, when necessary in its opinion to expedite delivery via any air carrier or other transportation agency at the rate prescribed by such agency; provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the Airbill.

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The carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule or to make connections with any other carrier, and no carrier will be held liable for failure to do so or for error in any statement of times of arrival or departure.

46. **AVAILABILITY OF EQUIPMENT AND SPACE**

- 1) Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of suitable equipment and, with respect to carrier transporting passengers, air mail, and air express, to available space after the accommodation of passengers, air mail and air express, and carrier will determine the priority of carriage as between shipments and will decide which shipments will not be carried on a particular flight and which will be removed at any time or place whatsoever and when a flight will proceed without all or any part of a shipment.
- 2) Any shipment or commodity will be subject to refusal, delay or embargo by carrier, if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations or orders, or because of unavailability of suitable equipment or for other conditions beyond the control of the carrier.

47. **RIGHT TO REFUSE TO TRANSPORT**

Carrier has the right to refuse to transport any articles which it has reasonable grounds for believing would endanger the safety of the aircraft, crew or other property, or are shipped contrary to any governmental regulations or are liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft.

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SECTION 2: GOODS, RULES, RATES AND CHARGES**48. APPLICATION OF RATES AND CHARGES**

- 1) Charges will be assessed at the rates in effect on the day of acceptance of the shipment by the carrier or its agents.
- 2) When the charge for a shipment would exceed the charge for a greater weight of the same commodity from and to the same points over the same route, the lower charge will apply.
- 3) Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.
- 4) Whenever and for such periods as direct service is suspended or discontinued between points named in this tariff, rates published between such points via such direct suspended or discontinued service, will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.

49. CHARGES FOR WEIGHT

- 1) Transportation charges will be assessed on either:
 - a) the actual weight; or
 - b) the cubic dimensional weight of a shipment, whichever is the greater of the two.
- 2) Cubic measurement will be based on the greatest dimensions (height, width and length) of (a) the shipment, or (b) each part therein in the event of mixed shipments containing differently rated parts.
- 3) Cubic dimensional weight will be derived from the cubic measurement of shipments or part thereof on the basis of one pound for each 250 cubic inches or fraction thereof, except that a basis of 266 cubic inches per pound will apply to Cut Flowers or Nursery Stock.

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SECTION 2: GOODS, RULES, RATES AND CHARGES**50. CHARGES FOR DECLARED VALUE**

- 1) A shipment will be deemed to have a declared value of \$0.50 per pound (but not less than \$50.00) unless a higher value is declared on the Airbill at the time of receipt of the shipment from the shipper.
- 2) An additional transportation charge of \$2.00 will be required for each \$100.00 (or fraction thereof) by which the value declared on the Airbill at the time of receipt of the shipment from the shipper exceeds \$0.50 per pound or \$50.00 (whichever is higher), provided however that a shipment having a declared value in excess of \$25,000.00 will not be accepted and the aggregate value of all shipments carried in any one aircraft must not exceed \$50,000.00
- 3) The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment; provided that when a shipment moves on the Airbill over the lines of one or more carriers at a combination of rates, the declared value will be based on the lower weight upon which charges are based for any portion of the movement.
- 4) A shipment consisting of a commodity and/or article named in paragraphs (5) and (6) of this Rule, moving on one Airbill over the lines of two or more carriers, will be deemed to have for its entire movement the lowest declared value established by any one of such carriers, unless a higher value is declared on the Airbill at the time of receipt of the shipment from the shipper, in which event the highest additional transportation charge established by any one of such carriers will be applicable to the shipment for its entire movement.
- 5) Shipment of gold, silver, platinum and dore bullion will be accepted only if the actual value is declared on the Airbill at the time of receipt of the shipment for the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver and dore bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder, sponge, rods, wire, tubes, circles, moldings and castings. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum metals, including palladium, iridium, ruthenium, osmium, rhodium and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, tube and strip.

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- 6) C.O.D. shipments 0 the C.O.D. amount to be collected in accordance with Rule 57 will be deemed to be the declared value of the shipment and charges assessed accordingly, unless a higher or lower value is declared on the Airbill at the time of receipt of the shipment from the shipper.

51. **CHARGES ON MIXED SHIPMENTS**

- 1) When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or rating applicable to any article therein.
- 2) When articles taking different rates are packaged separately in the same shipment, charges will be assessed (when such assessment results in a lower charge than that prescribed in paragraph (1) above), as follows:
 - a) on shipments weighing less than 100 pounds by applying the applicable rate per pound to each part of the shipment, subject to the applicable minimum charge for the commodity, in the shipment, carrying the highest rate;
 - b) on shipments weighing 100 pounds or more by applying the applicable rate per 100 pounds based on the weight of the entire shipment to the weight of each part of the shipment; and
 - c) on shipments containing pieces subject to rates based on minimum weights by applying the rate per 100 pounds based on the right of the entire shipment applicable to each part of its actual or dimensional weight (see Rule 49): the minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any rate used in rating the shipment, any deficit below such minimum weight being assessed at the lowest rate applicable to any part in the shipment.
- 3) Part of a shipment, for the purpose of this Rule, will consist of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable airport-to-airport rate.

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- 4) For purpose of this Rule, transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two, of each part.

52. CHARGES PREPAID OR COLLECT

Shipments will be accepted either with charges to be prepaid by the shipper or to be collected from the consignee, except that the following shipments must be prepaid unless the shipper guarantees, in writing, the payment of collect charges:

- a) shipments of human remains;
- b) shipments addressed to persons restrained of their liberty;
- c) shipments not equal in commercial value to the charges thereon;
- d) shipments addressed to Canadian government agencies unless shipped by government agents presenting proper bill of lading;
- e) shipments of second hand household effects;
- f) shipments addressed to consignees temporarily at a transient address;
- g) shipments of baggage and sample cases addressed to Customs; and
- h) shipments of Live Animals.

53. CURRENCY OF RATES AND CHARGES

Rates and charges appearing in this tariff are stated in terms of Canadian dollars.

54. PAYMENT OF RATES AND CHARGES

Rates and charges are payable in lawful currency of Canada in cash at the time of acceptance by the carrier on prepaid shipments, or at the time of delivery on collect shipments.

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SECTION 2: GOODS, RULES, RATES AND CHARGES**55. CLAIM PROCEDURE**

- 1) All claims must be made in writing to the originating or delivering carrier within seven days (7) after the date of acceptance of a shipment by the originating carrier.
- 2) Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivery of the shipment, with the privilege to the carrier to make inspection of the shipment and container(s).
- 3) No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

56. LIMITATION OF ACTIONS

The carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of Rule 55 have been complied with by the claimant and unless such action is brought within two years after the date written notice is given to the claimant that the carrier has disallowed the claim in whole or in part.

57. COLLECT ON DELIVERY SHIPMENTS

- 1) It will be the sole responsibility of the shipper to enter the amount of the C.O.D on the Airbill and the carrier shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the shipper. The shipper must also have the letter "C.O.D." and the total amount to be collected on delivery, legible and durably marked on each piece of C.O. D. The C.O.D. amount is deemed to be declared value of the shipment unless a higher or lower value is declared.

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SECTION 2: GOODS, RULES, RATES AND CHARGES**57. COLLECT ON DELIVERY SHIPMENTS** (continued)

- 2) The following shipments will not be accepted C.O.D.:
 - a) shipments requiring prepayment or the guarantee of transportation charges pursuant to Rule 52;
 - b) shipments on which the total amount to be collected on delivery exceeds \$5,000.00;
 - c) C.O.D. pieces will not be accepted on the same Airbill with pieces not moving C.O.D. only pieces covered by one C.O.D. amount will be accepted on one Airbill; and
 - d) Shipments of perishables will not be accepted unless prior approval of carrier has been obtained.
- 3) The amount of the C.O.D. is payable in cash; no privilege of examination or trial will be given prior to the collection thereof; no partial collection of the amount of the C.O.D. will be made; no partial delivery of a C.O.D. shipment will be made, unless the full amount of the C.O.D. has been collected.
- 4) The disposition of refused or unclaimed C.O.D. shipments, including re-consignment to a new consignee a new address or the release of the C.O.D. amount, may be arranged for by the shipper only in the following manner:
 - a) by instructions paced on the Airbill at the time of shipment, or
 - b) by written order to the carrier at origin, who will transmit the instruction to the carrier at destination at the expense of the shipper.
- 5) C.O.D. shipments containing perishable articles and refused or unclaimed at destination will be subject to Rule 43. Other C.O.D. shipments refused or unclaimed will be held subject to storage as provided in Rule 58 and if disposal is not arranged as prescribed in Rule 58 and if disposal is not arranged as prescribed in paragraph (4) of this Rule within thirty (30) days after notice has been given to the shipper, such shipments will be subject to Rule 43(5).
- 6) For collecting and remitting the amount of the C.O.D., a service charge will be made of 1% of the amount of the C.O.D. subject to a minimum charge of \$25.00.

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58. **STORAGE**

- 1) Shipments will be held by the carrier without charge for twenty-four (24) hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination, or notification of arrival whichever is applicable. Such twenty-four (24) hour period will be computed from the first 8:00am after tender of delivery, or notification of arrival.
- 2) After the expiration of such free time, the carrier will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a charge of \$5.00 per day per 100lbs. or any fraction thereof or if such continued holding is not practicable, carrier, as such agent, will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$2.50 per 100lbs. or any fraction thereof, minimum charge of \$5.00 per shipment.

59. **ADVANCEMENT OF CHARGES**

- 1) Upon request, the carrier may advance charges for transportation, cartage, storage, loading, unloading and governmental duties and customs fees.
- 2) Charges will not be advanced on any shipment which under Rule 52 requires prepayment or guarantee of charges.

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Table 1: NORMAL FARES, RATES AND CHARGES

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For Explanation of Abbreviations and Symbols see Page 2